

**Professional Services and Other Contract Services  
Architects—Engineers – Planners – Design**



The following procedures shall be utilized in selecting firms for the provision of Professional Consulting Services and other contractual services to JAVA:

**I. DEFINITIONS**

- A. Professional Consulting Services shall mean services within the scope of the practice of architecture, professional engineering, and landscape architecture, and consulting services for land use planning or community revitalization related to any Project components that have been authorized by approval of sufficient funds in any JAVA approved budget.
- B. Estimated Compensation shall mean the total amount to be paid for professional consulting services. In the case of a multi-year contract, Estimated Compensation shall include the total compensation to be paid over the whole term of the contract including expenses. A project shall not be split up into phases to reduce the Estimated Compensation.
- C. Firm shall mean any individual, partnership, corporation, company, or consortium offering Professional Consulting Services or responding to a request for proposals offered by JAVA.
- D. Project Manager shall mean the Antelope Valley Project Manager, or in his or her absence or unavailability, the City Engineer.
- E. Chair shall mean the chair of the Administrative Board of the Joint Antelope Valley Authority, or in his or her absence or unavailability, the Treasurer of the Joint Antelope Valley Authority.
- F. Project Sponsor shall mean the City for Transportation and Revitalization Components and the LPSNRD for Waterway components.
- G. JAVA shall mean the Joint Antelope Valley Authority, a joint administrative entity created under the Nebraska Interlocal Cooperation Act (Neb. Rev. Stat. § 13-801 et. seq.) by agreement of April 15, 2000 as amended
- H. University shall mean the Board of Regents of the University of Nebraska, a public body corporate and governing body of the University of Nebraska.
- I. City shall mean the City of Lincoln, Nebraska, a municipal corporation in the state of Nebraska.
- J. LPSNRD shall mean the Lower Platte South Natural Resources District, a political Subdivision of the State of Nebraska.

- K. Project shall mean the projects and components thereof implemented under the JAVA Interlocal Agreement including the Phase One Priority Projects of the Antelope Valley Amended Draft Single Package.
- L. “NDOR” shall mean the Nebraska Department of Roads.

## **II. SELECTION POLICIES AND PROCEDURES**

- A. The Project Manager shall determine the Estimated Compensation for the Professional Consulting Services required. The procedure for selecting a firm to provide such Professional Consulting Services to JAVA shall be based upon the Estimated Compensation as follows:
  - 1. Under \$50,000— The Project Manager, without advertisement, shall directly select the Firm, and is hereby authorized to negotiate for and establish the scope of Professional Consulting Services and compensation for such services on a not to exceed basis (actual cost plus fixed fee for NDOR engineering contracts) when the Estimated Compensation does not exceed \$50,000. Consideration for selection shall include, but shall not be limited to, the following:
    - a. Sufficient professional staff to meet project schedules.
    - b. Performance record for timeliness.
    - c. Reputation for and examples of quality workmanship and project management ability.
    - d. Current workload with JAVA and overall.
    - e. Any other specialized qualification that a Firm might possess which would be of benefit to the project, such as familiarity with local conditions and design criteria.
  - 2. \$50,000 to \$250,000 — The Project Manager shall secure at least three written proposals for the Professional Consulting Services and shall rank the Firms First, Second, Third, etc. The ranking so established shall take into account the considerations set out in subsection II(A)(1)(a) through (e) above. With the Chair’s approval, the Project Manager shall directly negotiate the amount of compensation to be paid with the First ranked Firm on a not to exceed basis (actual cost plus fixed fee for NDOR engineering contracts). With the exception of involvement of the Selection Committee and Purchasing Agent, negotiations shall follow the format listed in Section IV,. For any contract involving transportation related Project components, the Project Manager shall also obtain approval of an authorized representative of the NDOR.
  - 3. Above \$250,000 — Subject to final approval of the JAVA Board, the Negotiations Committee shall directly negotiate the amount of compensation to be paid with the Firm selected through negotiation as provided in Section IV on a not to exceed basis (actual cost plus fixed fee for NDOR engineering contracts) when the Estimated Compensation exceeds \$250,000. Negotiations shall follow the format listed in Section IV.

- a. The Project Manager shall issue a request for proposals for any Professional Consulting Services having an Estimated Cost in excess of \$250,000, which request for proposals shall be advertised at least once in a daily newspaper having general circulation in the City of Lincoln. Such request for proposals shall indicate where Firms wishing to participate can obtain a copy of the scope of the Professional Consulting Services required.
  - b. The Selection Committee shall select the three (or more at its discretion) best qualified Firms (in accordance with the considerations set out in subsection II(A)(1)(a) through (e) above, and from the reply to the items set out in subsection B below) for further consideration. The Selection Committee shall rank the Firms First, Second, Third, etc.
  - c. The Firms selected shall be given a time and place for a personal interview by the Selection Committee. After review of submitted materials and the personal interview, the Selection Committee shall rank the Firms First, Second, Third, etc.
- B. Information which must be included in response to the Request for Proposals shall include, as a minimum, a completed NDOR form 498 for all prime contractors and sub-contractors and the following (if not provided on the completed forms):
  - 1. Firm name, address, telephone number.
  - 2. Type of services particularly qualified to perform.
  - 3. Names of principals and states in which they are registered.
  - 4. Names of key personnel, experience of each, and length of service with the firm.
  - 5. List of completed projects of similar nature for which the firm was the principal professional.
  - 6. Current projects of the firm and estimated construction costs of each.
  - 7. Years established and former business names.
  - 8. Number of staff usually and currently employed.
  - 9. Outside consultants and associates usually and currently employed.
  - 10. Willingness and capability to meet the time requirements expressed in the Scope of Services.
  - 11. Other additional material as may be required in the Scope of Services.
- C. In the event of a conflict between the selection procedures herein and applicable federal or state requirements for the selection of design or construction engineering services, the applicable state or federal regulations shall apply.

### **III. SELECTION COMMITTEE**

- A. The Selection Committee responsible for selecting the Firms for the professional services over \$250,000 shall consist of at least, the following five members:
  1. One JAVA board member as determined by the Chair who shall represent the Project Sponsor and who shall act as chair of the Selection Committee. The chair of the JAVA board may be self-appointed to serve on the Selection Committee where appropriate.
  2. The JAVA Purchasing Agent.
  3. The Project Manager
  4. Two other members, appropriate to the project and appointed by the Chair. The other members may be, but are not required to be employees of the Project Sponsor. For any project involving property or facilities of the University, the Chair shall appoint a representative of the University. ~~For any project involving transportation related Project components the Chair shall appoint a representative of the Nebraska Dept. of Roads.~~
- B. The Chair shall give consideration in any appointments to situations that may create a conflict of interest.
- C. The JAVA board member appointed may, in his or her sole discretion, designate a representative under his or her direct employment and supervision to act on his or her behalf. The JAVA purchasing agent may, in his or her sole discretion, designate a representative under his or her direct employment and supervision to act on his or her behalf.

#### IV. NEGOTIATIONS

- A. The Firm ranked First shall be notified to appear and refine the Scope of Services and negotiate terms, conditions, and compensation for professional services.
- B. Negotiating Committee selected by the Chair from the Selection Committee. ~~The Purchasing Agent~~ Chair shall designate a member of the Selection Committee to direct shall head the negotiations. If the Negotiating Committee and Firm selected First cannot come to an agreement regarding the compensation, the negotiations with that Firm shall be terminated and the Firm ranked Second shall be contacted. If the factors which caused them to be ranked as such have not changed, negotiations shall be initiated with them. The procedure shall be repeated until an agreement is reached, if it can be reached. In all cases where the negotiations are terminated, the reasons and facts surrounding those negotiations shall be recorded in writing by the Negotiating Committee and submitted to the Project Manager. Should the Negotiating Committee be unable to negotiate a contract satisfactory to JAVA with any of the initially selected firms, the Chair shall be advised, and the selection process begun again.

## **V. EXEMPTIONS**

- A. The procedure established above for the selection of Firms to provide Professional Consulting Services does not apply for:
  - 1. Selection of appraisers in anticipation of acquisition of property.
  - 2. In any case where previous preliminary or final design work (but not simply conceptual design work) performed by a professional consultant warrants utilizing or continuing the utilization of that professional firm on a project so as to avoid delay or duplication of effort, based upon the recommendation of the Project Sponsor.
  - 3. In any case where the Chair determines that the best interests of JAVA warrant immediate selection of a firm to provide professional consulting services, provided that any contract exceeding \$50,000 is subject to ratification by the JAVA board.
- B. Notwithstanding any exemption, the determination of compensation to be paid for such services shall be negotiated by the Project Manager.
- C. Changes or exemptions shall not be used to avoid the selection process herein based on the work identified in the original advertisement.

## **VI. OTHER CONTRACTS**

- A. For other contracts that do not involve Professional Consulting Services as defined herein related to Project components that have been authorized by approval of sufficient funds in any JAVA approved budget the Chair may determine that the best interests of JAVA warrant selection of a firm to provide other professional services, provided that any contract exceeding \$50,000 is subject to ratification by the JAVA board. The Chair is hereby authorized, without advertisement, to directly select the firm, and is hereby authorized to negotiate for and establish the compensation for such services on a not to exceed basis. The Chair shall only have authority under this subsection to enter into contracts that are subject to termination by JAVA at will for any reason including convenience and are subject to ratification, where required.
- B. Nothing in this administrative regulation shall be interpreted to authorize contracts for the purchase of goods, materials, or other items that are required to be competitively bid by applicable law or regulation.